

# COLLECTIVE BARGAINING AGREEMENT

*Between*  
National Association of Government Employees

## NAGE

Local R1-68  
*and*  
Town of Jamestown

July 1, 2007 *through* June 30, 2010





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## ARTICLE I

### Section 1 - Recognition.

The Town of Jamestown hereby recognizes NAGE Local R1-68, hereinafter referred to as the Union, as the exclusive bargaining agent for all permanent, active, paid employees within the bargaining unit for the purpose of collective bargaining and entering into agreements relative to rates of pay and other terms and conditions of employment. The Town agrees to continue to provide pro rata benefits to part-time employees employed by the Town as of February 1, 1993 to the same extent they were provided to said part-time employees as of February 1, 1993.

### Section 2 - Agency Shop.

All fiscal and clerical workers and Public Safety Clerk Dispatchers (PSCDs) within the Town of Jamestown shall have the right to voluntarily join or refrain from joining the Union, NAGE Local R1-68. Employees who choose not to join the Union, however, and who are covered by the terms of this contract, shall be required to pay an initial service fee and monthly service fees to the Union for the purpose of aiding the Union in defraying the cost in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the employees in the appropriate bargaining unit.

The aforesaid fees shall be payable on or before the first day of each month, and such sums shall in no case exceed the initiation fees and membership dues paid by those who voluntarily choose to join the Union. Other than the payment of these services fees, those employees who do not choose to join the Union shall be under no further financial obligations or requirements of any kind to the Union. It shall also be a condition of employment that all employees covered by this Agreement shall, on the 30th day following the beginning of such

employment, or the effective date of this Agreement, whichever first occurs, pay said fees to the Union as set forth above.

For those portions of this Agreement that relate solely to members of the bargaining unit who work at the Jamestown Police Department the title of Public Safety Clerk Dispatcher distinguishes members of the bargaining unit who work at the Jamestown Police Department from other members of this bargaining unit who work in other Town departments.

No provision of this Agreement shall apply to Public Safety Clerk Dispatchers unless it expressly states, "This provision shall apply to Public Safety Clerk Dispatchers." The provisions of this Section shall apply to Public Safety Clerk Dispatchers.

At such time that the Town may hire additional PSCDs over and above the four (4) Clerk Dispatcher positions currently in the bargaining unit, to work as Public Safety Clerk Dispatchers for the purpose of assuming additional public safety dispatching duties, all of the PSCDs will receive a one-time salary adjustment of two thousand dollars (\$2,000.00) to be included in his/her base salary. In the event that the current PSCDs are required to assume the additional responsibilities of full-time public safety dispatching prior to any additional PSCDs being hired, the Town agrees to provide the aforementioned salary adjustment at the time the duties are assumed.

### Section 3 - Dues Deductions.

The Town of Jamestown shall deduct Union Dues and fees upon receipt of authorization from the member of the Union who signs deduction form cards to be supplied by the Union. The Town shall forward to the treasurer of the Union the monies so deducted by the 15th day of the month following the month deductions.

Section 4 - Non-Discrimination Clause.

The Town and the Union agree not to discriminate in any way against employees covered by this Agreement because of race, creed, religion, color, sex, age, physical handicap, or country of ancestral origin, marital status or political affiliation.

**ARTICLE II**

Section 1 - Management Rights.

The Town of Jamestown shall retain the right to issue rules and regulations governing the internal conduct of the Town employees as provided by law.

It is understood and agreed that the Town possesses the sole right and authority to operate and direct the employees of the Town and its various departments in all aspects and including, but not limited to, all rights and authority exercised by the Town prior to the original execution of this Agreement, except as specifically modified in this Agreement.

**ARTICLE III**

Section 1 - Seniority.

The employees who are members of Local R1-68 in the Town of Jamestown shall have seniority rights calculated from the date of hire by the Town. Said seniority, insofar as practicable, shall prevail with regard to the following:

(a) Seniority in holidays and vacations; however, an employee with the most seniority may reject the right or benefit at their discretion without the need of any explanation on their part. Further, in the event an employee shall reject the right or benefit, it shall not be construed as a waiver of their seniority rights in any subsequent situation where seniority would prevail.

(b) Within thirty (30) days after the execution of this Agreement, the Union shall furnish the Town a copy of the seniority list upon which all of the benefits outlined in (a) above will be determined.

## Section 2 - Temporary Employee.

It is agreed that any employee hired by the Town of Jamestown after the execution date of this Agreement who is assigned to work as a temporary employee in a job classification covered by this Agreement and who works in such classification for more than thirty (30) calendar days, shall, upon completion of such thirty (30) calendar day period, pay to the Union thereafter while continuously employed, a service charge as a contribution toward the cost of administration of this Agreement. The amount of such service charge shall be equivalent to the amount required to be paid as Union dues by those employees who became members of the Union. The Town of Jamestown will notify the Union Steward whenever a temporary employee is to be assigned to work in a job classification in the Union's jurisdiction, and the approximate duration the temporary employee will perform work of a bargaining unit position.

## Section 3 - Long-Term Absences.

The Town agrees that when employees are on leaves of absence of more than thirty days during the busiest periods at Town offices and Town Hall, where practicable it will hire a bondable temporary employee to give assistance in such areas as answering the telephone, working the counter and preparing deposits.

# ARTICLE IV

## Section 1 - Probationary Period.

A new employee will be in a probationary status for six (6) months from the day of employment. During this period, employment may be discontinued by the Employer without cause, or may be extended one time only by as much as ninety (90) days at the discretion of the Town.

It is understood by all parties that the Town and the employee shall make their respective contributions to the employees' pension plan commencing on the date of hire.



## ARTICLE V

### Section 1 - Hours.

The normal work week shall be thirty-seven and one-half (37.5) hours, consisting of five (5) consecutive days, Monday through Friday inclusive. The normal work day shall consist of seven and one-half (7.5) consecutive hours, eight (8:00) a.m., to four-thirty (4:30) p.m., exclusive of one (1) hour meal period. It is the individual worker's responsibility to insure that they report to work on time and leave work on time consistent with this provision

A flexible work schedule allowing for a work schedule of thirty-five (35) hours per week may be maintained under the following conditions:

1. There is no disruption of existing office hours.
2. There is a minimum of at least one person from the bargaining unit in all buildings at all times during normal working hours excluding lunch hours.

3. Flexible hours are recognized by the bargaining unit as a privilege, not a right.

Flexible hours work schedules must be approved by the Department Head and may be suspended by the Department Head at any time.

4. For the purposes of overtime calculation, the time and one-half pay rate applies consistent with Article V.

5. All employees shall have vacation, personal, sick time, and benefits pro rated on the basis of the number of hours worked. Any employee employed by the Town as of March 1, 1998, who has been working a thirty (30) hour week will continue to receive full medical coverage.

6. With regard to the part-time position of clerk to the Board of Canvassers, the employer may temporarily increase the number of hours worked, per week, by the clerk from 20

hours per week to no more than 25 hours per week, with the approval of said clerk. Any increase in hours hereunder will be reviewed by the employer in six (6) months from the initial date of such increase and at six (6) months thereafter, and upon review any such increase may be reduced, discontinued, or continued in the discretion of the employer.

7. With regard to the position of part-time clerk for the Department of Recreation, the normal work week shall consist of 30 hours, with normal working hours of 8:30 a.m. to 3:00 p.m., with one-half hour for lunch, subject to the approval of the aforesaid clerk and subject to a six (6) month review at which time the employer may discontinue or continue the aforementioned working schedule in its discretion.

#### Section 2 - Overtime.

All hours worked in excess of seven and one-half (7.5) hour per day or any time worked in excess of thirty-seven and one-half (37.5) hour per week shall be compensated for at the rate of pay of time and one-half. Any overtime worked in excess of fifteen (15) minutes shall be compensated for as one (1) full overtime hour, and any overtime worked thereafter up to one (1) hour shall be compensated for as a full hour overtime.

#### Section 3 - Compensatory Time.

Employees may elect at their choosing to receive compensatory time in lieu of receiving overtime. In the event an employee has compensatory time accumulated, said employee may use their compensatory time under the following guidelines:

- 1 Must be approved by the employee's Department Head.
- 2 The employee electing to utilize their compensatory time must submit their request at least twenty-four (24) hour in advance.
- 3 PSCDs may take compensatory time in either four (4) hour or eight (8) hour increments, providing that compensatory time taken in a four (4) hour increment

does not result in a PSCD's replacement at an overtime rate. Other clerks who are members of the bargaining unit may take compensatory time in less than four (4) hour increments.

- 4 The PSCD electing to utilize his/her compensatory time must submit his/her request at least seven (7) days in advance of the shift being requested off. A PSCD may submit a request compensatory time with less than seven (7) days notice (short notice request), but in no event with less than twenty-four (24) hours notice. All requests for compensatory time submitted with less than seven (7) days notice will only be approved if there are other PSCDs available to work any overtime created by the granting of said request. It is understood by all parties that requests for compensatory time will not be approved until such time as a replacement PSCD is contacted and confirmed to work the overtime shift.

For purposes of determining the maximum number of PSCDs allowed off at any one time, it is understood by all parties that vacation and personal days take priority over compensatory time. There will be no more than two (2) PSCDs off on vacation, days off in-conjunction with vacation time, personal days, or compensatory time. At such time as the Town has six (6) or more full-time PSCDs in its employ, not to include PSCDs who may be out of work for a period of thirty (30) days or longer, it may allow one (1) additional PSCD off on vacation, personal, or compensatory time.

#### Section 4 - Call Back.

An employee called back to work for a scheduled meeting or event shall be paid ninety dollars (\$90.00) for such meeting or event, regardless of the amount of time the employee

is needed to work the meeting or event. It shall be the responsibility of the clerk to attend all meetings pertaining to his or her position, and they will only be excused due to illness, extended vacation (5 working days or more), emergencies, or extended leave of absence due to maternity leave or illness. If a situation arises due to the aforementioned, the Town Administrator or his or her designee will call back a clerk of the bargaining unit by the clerk's seniority. If the senior clerk refuses the callback, the most junior clerk will be ordered back and required to attend the meeting.

#### Section 5 - Travel Expenses.

Any time an employee covered by this Agreement uses their own vehicle for department business, they shall receive mileage utilizing the IRS rates. Written authorization shall be obtained by the employee prior to such use of a private vehicle.

#### Section 6 - Leave of Absence.

For employees hired before March 1, 1996 leaves of absence without pay, but without loss of benefits, may be granted by the Employer not to exceed one (1) year. Such leave may be granted for valid personal reasons upon approval by the Employer. The granting of such leave shall not be arbitrarily withheld. During said leave of absence, the employee may not accept other employment. The Town may also offer unpaid leave up to one year to employees hired after February 29, 1996, but such leave shall be without benefits, except employees shall be entitled to continued health care benefits where such leave is taken for the purpose of caring for an ill child or other member of the immediate family.

### ARTICLE VI

#### Section 1 - Vacancies.

When a vacancy occurs in an existing classification or whenever a new position is created, notice of vacancy (including a new position) shall be posted on the appropriate bulletin

boards for five (5) days. A copy of all such notices shall be submitted to the Union. The notice of vacancy shall indicate the job title, rate of pay, hours of work, days off, and work area if any. Employees of the bargaining unit will have first choice for bidding on all vacancies and, if the employee is the most qualified s/he shall be awarded the position, and s/he will be in a probationary period with respect to that job for a period of twelve (12) months. Employees working in a position on a probationary status may be returned to his/her former job at any time within the twelve (12) month probationary period upon the request of the Town. It is understood by all parties that there exists within the various Town departments certain bargaining unit positions that provide essential services that the Town must keep employees in to maintain a continuity of government. In order to maintain a continuity of government the Town reserves the right to restrict an employee from his/her election to move to another position within the Town that may become vacant from time to time. These restrictions will remain in effect for a maximum of one hundred twenty (120) days or until the Town is able to hire and train a person to replace the employee electing to move to another position. The Town agrees to compensate the employee at the rate of pay for the position being sought, effective on the date the employee is selected to move to the new position.

#### Section 2 - Present Benefits.

Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue to said employee and shall be made part hereof.

#### Section 3 - Time Off While Performing Union Duties.

Two (2) employees covered by this Agreement, one of which is an officer of Local R1-68, shall be allowed time off for bargaining with the Town. The time off shall be with pay and without the requirement to make up said time. The Steward of the Local shall have a reasonable amount of time in any one week to investigate any violation of this Agreement during working

hours, with pay, and shall further have the right to meet with representatives of the National on these matters with pay.

It is agreed by the parties hereto that the President or his/her designee of the NAGE, Local number R1-68, shall be allowed five (5) days off without being deducted from the individual's vacation time, without loss of pay, or being required to make up said time, to attend Regional or Non-Regional meetings of NAGE.

Wages will be paid only when union duties and bargaining occur during the employee's normal working day.

## ARTICLE VII

### Section 1 - Vacations.

At least 6 months.....	5 working days.
At least 1 year but not less than 5 years.....	11 working days
At least 5 years but less than 10 years.....	13 working days
At least 10 years but less than 15 years.....	18 working days
At least 15 years but less than 20 years.....	20 working days
At least 20 years but less than 25 years.....	22 working days
At least 25 years.....	26 working days
26 years +.....	26 working days
.....	Plus one (1)
.....	additional working
.....	Day for each year
	beyond 26 years.

(a) Vacations may be taken at any time of the year. Vacations in excess of three days shall be scheduled a minimum of fourteen days in advance with the employee's Department Head. Vacations are scheduled at the discretion of the Department Head and vacation time may not be unreasonably withheld.

(b) Vacation Accumulation: Employees of the bargaining unit shall be allowed to carry all unused vacation days from one year to the next, with a maximum of no more than two (2) years accumulation.

(c) The Town shall have the option to allow the employee(s) to sell all unused vacation days back to the Town or they may require the employee(s) to take the vacation time or lose it, with the exception of subsection (b).

(d) Upon termination and/or death from Town employee, the employee or his/her estate shall be allowed to sell back to the Town all unused vacation time.

#### Section 2 - Paid Holidays.

The following holidays shall be paid holidays for all employees. Holiday pay for a full day shall be one-fifth (1/5) of thirty-seven and one-half hours pay for those working that schedule, and be pro-rated appropriately for other employees. If the employee works the holiday, he/she shall receive the overtime rate of pay plus the extra day's pay. Any day declared by the President, Governor, or Town Council as a legal holiday shall be a paid holiday as defined in this Article.

The Town proposes that the list of holidays be placed in calendar order and be designated in current fashion, as follows:

New Years Day; Martin Luther King Day; Presidents' Day; Good Friday or one (1) other day of religious observance per calendar year; Memorial Day; Independence Day; Victory

Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; day after Thanksgiving Day; half-day before Christmas; Christmas Day.

### Section 3 - Personal Days.

Each employee who is a member of Local R1-68 shall receive five (5) paid personal days, which may be taken at the employee's discretion. PSCDs requesting to take a personal day with less than twenty-four (24) hours notice (short-notice personal day) may only do so if there is another PSCD, police officer, or CSO available to work the shift being requested off. PSCDs shall be allowed three (3) short-notice personal days in any one fiscal year. Twenty-four (24) hour notice must be given unless there is an emergency. Personal days may be carried over from one year to the next, not to exceed five days.

Upon termination and/or death, the employee or his or her estate shall be allowed to sell back to the Town all unused personal days. This means normal retirement or death, which does not include a disability pension. Upon retirement the personal days will be pro-rated.

### Section 4 - Sick Time.

(a) All employees covered by this Agreement who have completed six months of continuing service shall be granted sick leave for absence caused by illness, or by injury necessitating an absence from work, or by the serious illness of a member of the employee's immediate family, or by illness arising out of or caused by pregnancy or childbirth of the employee.

(b) Full-time bargaining unit employees employed as of March 1, 1993 shall accrue sick time to a maximum of twenty (20) days in any calendar year. They may carry over unused sick leave from year to year up to a maximum of one hundred sixty (160) days. Sick leave shall accrue while an employee is on duty and on vacation leave. Sick leave shall not accrue while an employee is on any unpaid leave, on layoff, on disciplinary suspension, on sick leave, or on



overtime pay status. Full-time employees hired after March 1, 1993 shall accrue a maximum of fifteen (15) days per year, and may accumulate a total of one hundred twenty (120) days.

(c) Employees who have accumulated more than one hundred sixty (160) days as of March 1, 1993 will retain their current balances as of March 1, 1993.

(d) Upon retirement, employees shall be paid for fifty percent (50%) of the value of all accrued but unused sick leave time at the rate of pay of the employee that is in effect on the date of his/her retirement.

(e) When an employee's number of accrued but unused sick leave days reaches one hundred (100) days or more, the employee may request a cash conversion for up to the number of days of his/her annual allotment of sick leave at a rate of one hours pay for every three hours converted. Failure of an employee to exercise this option shall result in all time in excess of one hundred twenty (120) days to be lost. For employees hired prior to March 1, 1993, this cap shall be one hundred sixty (160) days.

(f) Commencing July 1, 2007 any employee who has not taken any sick days during the fiscal year shall receive seven hundred and fifty dollars (\$750.00) as a bonus, to be paid in the first pay period following the last day of the fiscal year. PSCDs who do not take any sick time during the fiscal year do not receive the \$750.00 bonus described herein; instead they are entitled to bonus personal days as outlined elsewhere in this Agreement.

#### Section 5 - Bereavement Leave.

(a) All employees covered by this Agreement shall be entitled to five (5) working days off, at full pay, to be taken no later than the funeral day, upon the Town Administrator or Department Head receiving notification of a death in the immediate family of an employee. In those instances where there is a death in the employees immediate family, but no funeral or memorial service scheduled until thirty (30) days or more after the occurrence, employees shall

be granted up to a maximum of two (2) days to travel and attend the funeral or memorial service. The Town Administrator or Department Head, at his/her discretion, may grant additional time off to employees as needed to attend funerals or memorial services.

(b) In the event of the death of any other relative, including in-laws, one (1) day off with pay shall be granted, to be taken no later than the funeral day of the deceased. In the event of deaths of individuals other than those provided for in this section, one (1) day off may be granted with pay upon the discretion of the Town Administrator or Department Head.

For purposes of this Article, 'immediate family' shall mean child, spouse, mother, father, mother-in-law, father-in-law, grandparents, sister, or brother, or domestic partner. Domestic partner is defined as a person who is at least eighteen (18) years of age, of the same or opposite sex, that lives with the Town of Jamestown employee, and can show 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property or mutual life insurance beneficiary designations; and 2) evidence of cohabitation for at least the previous six (6) months.

#### Section 6 - Life Insurance.

(a) Commencing March 1, 1996, or as soon thereafter as the carrier allows, upon completion of six (6) months of employment, each full-time employee shall be provided with \$50,000.00 of Group Life Insurance plus an equal amount of Group Accidental Death Insurance with dismemberment coverage. Full costs of the Plans shall be borne by the Town.

(b) Upon the termination of an employee, the policy may be converted to an individual policy of life insurance, without physical examination if such conversion occurs within thirty (30) days of termination of employment.

(c) The employee shall receive a copy of the Life Insurance Policy and a copy of the Pension Plan.

#### Section 7 - Parental Leave.

Upon the birth of a child, an employee will be granted an additional week of parental leave. The employee will be allowed to take a maximum of six (6) weeks of accumulated sick leave plus the additional week. The seventh week will be paid to the member upon her return to work and will be included in the next regular paycheck. If he/she does not return to work, he/she will not be eligible for the additional week's pay.

#### Section 8.

Any buy backs of benefits pursuant to this contract will be paid to the employee in the first full pay period of the next fiscal year, at the accrued rate.

#### Section 9.

Sick leave accrual and accumulation, and bonus calculation shall be pro-rated in accordance with the provisions of Article V, Section 1 paragraph 5 of the Collective Bargaining Agreement.

### ARTICLE VIII

#### Section 1 - Illness and Injuries.

Any employee covered by this Agreement who is injured while working for the Town shall receive full pay and benefits during the injury and the Town will cover all medical costs connected with the injury. Said injury shall not be counted against the employee's sick leave.

#### Section 2 - Blue Cross, Physician's Service and Health Benefits.

(a) All employees covered by this Agreement shall be entitled to receive the Blue Cross Healthmate Coast to Coast medical insurance coverage, family or individual plan whichever is applicable. This coverage shall be paid by the Town of Jamestown in full for employees eligible before March 1, 1993. For employees hired after March 1, 1993, the Town will pay ninety-five percent (95%) of all premiums and costs of benefits under this Article and

the employee will pay five percent (5%). For employees hired after March 1, 1996, the Town will pay eighty percent (80%) of all premiums and costs of benefits under this Article and the employee will pay twenty percent (20%).

Organ Transplant coverage is a benefit covered by the Healthmate plan.

(b) Co-payment for outpatient services as follows: Primary care office visits \$10.00; Specialists \$25.00; Urgi-care \$50.00; and Emergency Room \$100.00-Prescription drug coverage shall be provided with an employee co-payment of \$5.00 for generic and \$10.00 for name brand drugs.

(c) A fifty-dollar (\$50.00) deductible will be in effect.

(d) Commencing March 1, 1991 the employee(s) shall be afforded the Student Rider Plan.

(e) Effective March 1, 1993, the lifetime cap on Major Medical benefits shall be raised from \$250,000 to \$1,000,000.

(f) Commencing March 1, 1993, the Managed Care Rider shall be part of such Blue Cross/Blue Shield insurance as is provided by the Town.

(g) The Town may substitute any equivalent health plan or plans for any of the plans ~~specifically set forth above with the Union's approval, which shall not be unreasonably withheld.~~

(h) The Town will continue to provide a prescription plan and Delta Dental as presently being afforded to employees, and a vision plan. Effective December 1, 2007, the Town shall provide Level IV (\$1,200.00 benefit level) Delta Dental Coverage.

(i) Any employee eligible for alternative health care coverage may opt to receive health coverage pursuant to a non-Town paid plan in lieu of a Town paid plan. Any employee enrolled in a family plan with the Town who opts for alternative coverage shall receive \$1,750 in

a lump sum, for each full contract year in which he/she is not covered by a Town plan.

Employees opting out of individual plan coverage shall receive \$800. Employees who opt out, but who continue to have coverage under a Town plan through a spouse's employment, shall receive \$450. For each year during the term of this contract in which such election is made, the employee will receive no coverage pursuant to this Article, except that in the event the employee loses his or her eligibility for alternative coverage (e.g., due to the death or loss of employment of the employee's spouse), upon repayment pro rata to the Town of the money paid to the employee for opting out of Town coverage, the employee may re-enroll during the year provided Blue Cross/Blue Shield permits such re-enrollment. Town will require proof of alternative coverage.

## ARTICLE IX

### Section 1 - Salaries.

Effective March 1, 2006, a 4.755% salary increase across the board provided pursuant to Tentative Agreement R1-68 and the Town of Jamestown extending this Agreement through June 30, 2007:

<u>TITLE</u>	<u>HOURLY RATE</u>	<u>ANNUAL</u>
Ass't. Finance Director.....		\$44,716.41
Tax Collector.....	\$23.18	
Executive Secretary.....	\$22.38	
Deputy Town Clerk.....	\$19.35	
Building/Zoning Clerk.....	\$17.36	
Asst. Clerk, Brd of Canvassers.....	\$15.96	
Harbor Clerk (Part-Time).....	\$14.89	

Planning/Recreation Clerk (Part-Time)\$14.75

Part-Time Clerk.....\$14.01

Effective July 1, 2007 a one-time salary adjustment of \$3,000.00 will be added to the base salary of the Tax Collector and the Executive Secretary.

Effective July 1, 2007 a 3.5% salary increase across the board shall be provided:

<u>TITLE</u>	<u>HOURLY RATE</u>	<u>ANNUAL</u>
Tax Collector.....	\$25.59	
Executive Secretary.....	\$24.75	
Principal Accounting Clerk.....	\$21.74	
Deputy Town Clerk.....	\$20.03	
Water/Sewer Clerk.....	\$19.74	
Building/Zoning Clerk.....	\$17.97	
Asst. Clerk, Brd of Canvassers.....	\$16.53	
Harbor Clerk (Part-Time).....	\$15.41	
Recreation Clerk (Part-Time).....	\$15.27	
Part-Time Clerk.....	\$14.50	

Effective July 1, 2008 a 3.0% salary increase across the board shall be provided:

<u>TITLE</u>	<u>HOURLY RATE</u>	<u>ANNUAL</u>
Tax Collector.....	\$26.35	

Executive Secretary.....	\$25.49
Principal Accounting Clerk.....	\$22.39
Deputy Town Clerk.....	\$20.63
Water/Sewer Clerk.....	\$20.34
Building/Zoning Clerk.....	\$18.50
Asst. Clerk, Brd of Canvassers.....	\$17.03
Harbor Clerk (Part-Time).....	\$15.87
Recreation Clerk (Part-Time).....	\$15.72
Part-Time Clerk.....	\$14.93

Effective January 1, 2009 a 0.5% salary increase across the board shall be provided:

<u>TITLE</u>	<u>HOURLY RATE</u>	<u>ANNUAL</u>
Tax Collector.....	\$26.48	
Executive Secretary.....	\$25.62	
Principal Accounting Clerk.....	\$22.50	
Deputy Town Clerk.....	\$20.73	
Water/Sewer Clerk.....	\$20.44	
Building/Zoning Clerk.....	\$18.60	
Asst. Clerk, Brd of Canvassers.....	\$17.12	
Harbor Clerk (Part-Time).....	\$15.95	
Recreation Clerk (Part-Time).....	\$15.80	
Part-Time Clerk.....	\$15.01	

Effective July 1, 2009 a 2.5% salary increase across the board shall be provided:

<u>TITLE</u>	<u>HOURLY RATE</u>	<u>ANNUAL</u>
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Tax Collector.....	\$27.15
Executive Secretary.....	\$26.26
Principal Accounting Clerk.....	\$23.06
Deputy Town Clerk.....	\$21.25
Water/SewerClerk.....	\$20.95
Building/Zoning Clerk.....	\$19.06
Asst. Clerk, Brd of Canvassers.....	\$17.54
Harbor Clerk (Part-Time).....	\$16.35
Recreation Clerk (Part-Time).....	\$16.20
Part-Time Clerk.....	\$15.38

Effective January 1, 2010 a 1.0% salary increase across the board shall be provided:

<u>TITLE</u>	<u>HOURLY RATE</u>	<u>ANNUAL</u>
Tax Collector.....	\$27.42	
Executive Secretary.....	\$26.52	
Principal Accounting Clerk.....	\$23.29	
Deputy Town Clerk.....	\$21.46	
Water/Sewer Clerk.....	\$21.16	
Building/Zoning Clerk.....	\$19.25	
Asst. Clerk, Brd of Canvassers.....	\$17.72	
Harbor Clerk (Part-Time).....	\$16.51	
Recreation Clerk (Part-Time).....	\$16.36	
Part-Time Clerk.....	\$15.53	

Section 2 - Longevity.



Commencing July 1, 2008 all employees covered by this Agreement shall receive, on the anniversary of their original date of employment, such longevity pay in accordance with the following:

5 years but less than 10 years	\$2,400.00
10 years but less than 15 years	\$2,600.00
15 years but less than 20 years	\$2,800.00
20 years or more	\$3,000.00

(c) The longevity of an employee of the Town of Jamestown shall be determined by the length of time said employee has been employed by the Town of Jamestown, exclusive of any period which has resulted in the employee's termination.

#### Section 3 - Jury Duty.

All employees covered by this Agreement shall be allowed time off for jury duty and/or to appear in Court as a witness for the Town, and shall receive full pay for this civil duty. Any and all witness fees received for such duty shall be turned over to the Town of Jamestown.

#### Section 4.

(a) The current (3/1/96) occupant of the Assistant Finance Director position shall continue on a salaried basis as prescribed by this Agreement. Upon her leaving the position, however, the Town will fix a new wage for the job.

(b) The parties agree that the Executive Secretary position shall remain covered by this Agreement only so long as its occupant as of February 16, 1996 remains in that position. Thereafter, the position will be abolished, and a Confidential Secretary position, outside the bargaining unit, will be substituted to perform the same duties and confidential duties not presently performed by the Executive Secretary.

## ARTICLE X

### Section 1 - Grievance and Arbitration.

(a) In the event that any difference or dispute should arise between the Town and an employee or employees over the application and interpretation of the terms of this Agreement, an honest effort shall be made to settle such differences in the following manner:

Step 1 - A grievance shall be filed within seven (7) calendar days of the act or omission being grieved if the grievant or the Union is aware, or should have reasonably been aware of the act or omission. The grievant and his/her immediate supervisor will discuss the grievance on that day. The Steward may or may not become involved at this step in the discretion of the grievant.

Step 2 - If agreement is not reached at the Step 1 discussion, the Union shall have five (5) working days in which to file a written petition with the Town Administrator or his/her designee. The following information shall be contained with reasonable clarity, in the written grievance: the exact nature of the grievance; when it occurred; the identity of the employee or employees who claim to be aggrieved; the provisions of the Agreement that the employee or employees claim the Employer violated; and the remedy sought. The Town Administrator or his/her designee will answer the grievance within five (5) working days of its presentation or else notify the Steward that a meeting is necessary in which case a meeting shall be scheduled as soon as practicable. In the event that a meeting is held, the Town Administrator or his/her designee shall answer the grievance in writing within five (5) working days of the meeting.

Step 3 - If not settled theretofore, either party may, within ten (10) working days of the receipt of the Union of the Step 2 answer, notify the other party in writing that it intends to submit the dispute to arbitration or in the alternative in appropriate cases, that it intends to submit the dispute to the Personnel Board. Any notification of intention to submit the matter to the

Personnel Board shall be deemed to waive the right to arbitration. Any notification of an intent to proceed to arbitration shall be deemed to waive the right to appeal to the Personnel Board.

Arbitration shall be pursuant to the rules of the American Arbitration Association and the case must be filed within ten days of the Step 2 answer. The arbitrator shall be selected from panels submitted by the Association. The expense of arbitration and the stenographic record thereof shall be borne equally by the parties hereto.

The arbitrator shall have no authority to add to, depart from, alter or amend the provisions of this Agreement. He shall have no authority to imply new terms which are not explicitly contained herein. The arbitrator shall not substitute his discretion for the Town's where such discretion has been retained by the Town. The arbitrator is empowered to apply the express terms of this Agreement only.

The burden of proof to be carried by the Town in all cases shall not be greater than proof by a preponderance of the evidence.

The decision of the arbitrator or the Personnel Board shall be final and binding upon the parties.

## ARTICLE XI

### Section 1 - Suspension and Discharge.

Any suspension or discharge of any employee covered by this Agreement shall be paid until there has been a final determination of the suspension or discharge or to a maximum period of one (1) month, whichever comes first.

### Section 2 - Employee Rights.

The Town of Jamestown agrees that all employees covered by this Agreement are guaranteed under the Constitution of the United States all of their rights, and the Town of Jamestown shall do nothing to abridge these rights. It further agrees that any employee shall have

the right to counsel or Union representation present during any type of questioning which could lead to disciplinary action.

### Section 3 - No Strikes.

The Local and employees will not cause, call, encourage or sanction any strike, work stoppage, sickout or slowdown, nor will the Union or any employee give assistance, encouragement or support to any concerted activity directed against the Town any of its officials or managers.

## ARTICLE XII

### Section 1 - Severability of Provisions.

If any provision of this Agreement, or any application thereof to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and applications of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

This Agreement shall take effect as provided in Article XVII, and any and all rules, regulations, or orders, or part of such that are inconsistent herewith, are held to be void.

## ARTICLE XIII

### Section 1 - Employee Supplemental Plan.

The Town will establish an individual retirement account for each member of the bargaining unit. The funding will be voluntary, at the discretion of the employee, and will be based on the following formula.

1. If the employee wishes, the Town will purchase a maximum of eight (8) sick days during the month of August of each fiscal year. The purchase cost will be the employee's base hourly rate times normal daily work hours. The Town will provide an annual statement of employee accounts. Individuals may not contribute additional money to the supplemental plan.

2. The money in the supplemental plan will be invested in an account with Washington Trust with three different plans available to employees. The risk of these investments shall be borne solely by the employee. The Town and Union will not be liable for any losses the plan or any individual employee may suffer. Upon a normal retirement, employees will be eligible to collect sick pay principal plus interest thereon.

3. If an employee leaves prior to normal retirement for any reason, he/she may only withdraw his/her own money deposited prior to March 1, 1998. He/she is not eligible to receive his/her sick time payment money, or interest thereon.

4. Commencing March 1, 1992, upon retirement, each employee covered by this Agreement shall be entitled to the automatic increase in service retirement allowance on the Cost of Living Adjustment (COLA) as afforded under Chapter 21 of the Rhode Island General Laws of 1956, as amended; specifically in accordance with 45-21-52 under Plan (A, B or C).

#### **ARTICLE XIV**

The Rules and Regulations of the Police Department regarding Public Safety Clerk Dispatchers are, in part, attached to this Agreement as Exhibit "A. " The Town retains the right to issue, alter, amend or abolish Rules and Regulations governing Public Safety Clerk Dispatchers from time to time. This provision shall apply to Public Safety Clerk Dispatchers.

**EXHIBIT A – PUBLIC SAFETY CLERK DISPATCHERS**

**JAMESTOWN POLICE DEPARTMENT**

**CIVILIAN PUBLIC SAFETY CLERK DISPATCHERS**

**HOURS:**

The regular work schedule for all civilian Public Safety Clerk Dispatchers (PSCDs) shall be six (6) day cycles of four (4) consecutive working hours of eight (8) followed by two (2) days off. The work schedule shall cover a twenty-four (24) hour period as follows and will be continuous: 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., 11:00 p.m. to 7:00 a.m.

There shall be a fourth shift known as a split shift. This shift will be four (4) working days followed by two (2) days off, and will consist of working as follows: two (2) 11:00 p.m. to 7:00 a.m. shifts and two (2) 3:00 p.m. to 11:00 p.m., followed by two days off.

Civilian public safety clerk dispatchers shall have a choice of shifts based upon their seniority. Public safety clerk dispatchers may be moved from one shift to another by the Chief of Police as long as the public safety clerk dispatchers are doing so on a voluntary basis. The length of time of such movement must be defined as to how long. Any permanent movement must be in accordance with seniority.

No public safety clerk dispatcher shall be required to work more than sixteen (16) hours in a twenty-four (24) hour period.

### **OVERTIME:**

All hours worked in excess of the regular eight (8) hour day or in excess of any normal work schedule shall be compensated for at the rate of time and one-half. It shall be understood that a work schedule shall be considered to be an average of thirty-seven and one-third (37 1/3) hours per week.

Any overtime worked in excess of fifteen (15) minutes shall be compensated for as one (1) full overtime hour and any overtime thereafter, up to one (1) shall be compensated for as a full overtime hour.

All overtime shall be assigned on a rotating basis. If all full-time PSCDs have refused the overtime, then the Town may first offer the overtime to a part-time PSCD, then to a police officer. In the event that no part-time PSCD or police officer is available to work or refuses the shift, the Town may at its own discretion, offer the overtime to a CSO. If no part-time PSCD, police officer, or CSO wants to work the shift, then the least-senior full-time PSCD will be ordered to work the shift.

### **SHIFT SWAPPING:**

All Public Safety Clerk Dispatchers that are in mutual agreement may exchange shifts during the contract year with the approval of the Chief of Police. And said exchange shall be for no less than four (4) months.

### **SPECIAL DETAILS:**

All civilian public safety clerk dispatchers who have been certified as flag persons according to DOT standards shall, according to seniority, have the right to take special detail at the discretion of the Chief of Police.

### **CALL BACK PAY:**

All civilian public safety clerk dispatchers who are called back to duty shall be compensated for at least a four (4) hour minimum. The pay for this time shall be at the overtime rate of pay. Employees called back to duty under this Section, at the discretion of the Shift Commander, shall remain on duty until he/she has completed the work for which he/she was called back to duty.

PSCDs will be called back to duty on a rotating basis for all overtime. It is the intent of the Town and the bargaining unit to distribute PSCD overtime as equitably as possible.

If a PSCD is called back to work less than four (4) hours prior to his/her normal work shift, s/he shall only be paid for the actual number of hours worked prior to his/her normal work shift. If a PSCD has completed his/her regularly scheduled work shift, has left the workplace, and is called back, s/he shall receive a minimum of four (4) hours compensation at the overtime rate of pay.

Overtime will be accounted for in four (4) hour increments. Overtime periods of less than four (4) hours will not count in the distribution of overtime. Overtime of four (4) hours will be counted as a four (4) hour segment of overtime. Overtime of more than four (4) hours, up to eight (8) hours will be counted as two (2) four-hour segments of overtime.

The Town will establish an Overtime Preference List as a matter of Department policy for the purpose of allowing PSCDs to indicate their preference for being considered for overtime. This policy will become effective on December 1, 2007.

PSCDs may mutually agree, by written agreement (Seniority Waiver), to waive his/her seniority rights to a PSCD of lesser seniority, for a specific period of time, and solely for



those situations where a PSCD of lesser seniority seeks to schedule time off and not be subject to a more senior PSCD bumping him/her out of the time off being requested. Once an agreement has been made under this section it cannot be revoked in whole or in part by any PSCD(s) who have entered into said agreement(s). However, an agreement made under this section shall not be construed as a waiver of seniority rights in any subsequent situation where seniority would prevail.

**VACATION:**

6 months less than 1 year.....	5 working days
1 year less than 5 years.....	11 working days
5 years less than 10 years.....	13 working days
10 years less than 15 years.....	18 working days
15 years less than 20 years.....	20 working days
20 years less than 25 years.....	22 working days
25 years.....	26 working days
26 years +.....	26 working days
.....	Plus one (1) additional working
.....	day for each year beyond 26 years.

Vacation must be requested thirty (30) days in advance of the first day being requested. Seniority shall prevail in granting vacation requests, and according to Department policy. PSCDs who take vacations in excess of three (3) consecutive days, or three (3) days in aggregate when contiguous to normal days off, shall request the vacation a minimum of thirty (30) days in advance of the first day being sought. The Town agrees that PSCDs will be allowed in-conjunction time when they utilize no less than three (3) vacation days. A request to utilize in-

conjunction days must be made at least thirty (30) days prior to the first vacation or in-conjunction day being requested. If no PSCD has requested vacation, i.e., there is no PSCD on vacation or off in-conjunction on a particular shift, then a PSCD may submit a request for vacation with less than thirty (30) days notice, but in no event later than fourteen (14) days in advance of the shift being requested. There shall be no more than one (1) PSCD off on vacation or in-conjunction with vacation at any time. In addition thereto, Community Service Officers will be allowed to work dispatch only after all full-time PSCDS, part-time PSCDs, and police officers, have been offered and refused the overtime call back.

(b) Vacation Accumulation: Vacation days may be accumulated from one year to the next, but no accumulation shall exceed two (2) years.

(c) Public safety clerk dispatchers shall have the right to sell back to the Town their annual vacation.

(d) Upon termination and/or death from Town employment, the employee or his/her estate shall be allowed to sell back to the Town all unused vacation time.

#### **PAID HOLIDAYS:**

(a) The following holidays shall be paid holidays for all civilian public safety clerk dispatchers of the Jamestown Police Department. ~~Holiday pay shall be one-fourth (1/4) of the~~ employee's weekly salary and shall be paid to each employee over and above the weekly salary, whether he/she works the holiday or not.

- |                     |                              |
|---------------------|------------------------------|
| 1. New Years        | 2. Thanksgiving Day          |
| 3. Christmas Day    | 4. Memorial Day              |
| 5. Easter Sunday    | 6. Labor Day                 |
| 7. Columbus Day     | 8. Washington's Birthday     |
| 9. Independence Day | 10. Martin Luther King's Day |

11. Armistice Day                      12. Friday after Thanksgiving

13. Good Friday, or one other day of religious observance per calendar year

Special holidays shall be those days as declared by the President of the United States.

(b) If a civilian public safety clerk dispatcher is required to work overtime on the following holidays, Christmas, New Years or Thanksgiving, he/she shall receive double time and one-half (2 1/2) plus pay the holiday pay.

(c) Civilian public safety clerk dispatchers shall have the option of taking the holiday off without extra pay, at the discretion of the Chief of Police and in compliance with Department policy.

**PERSONAL DAYS:**

Civilian public safety clerk dispatchers shall receive (5) personal days per year that may be carried over to the next fiscal year with a two (2) year maximum accumulation. Only one (1) PSCD may be off duty at one time on a personal day. The taking of such days shall be according to Department policy.

A PSCD, who doesn't use any sick leave for a period of three (3) consecutive months, commencing on July 1, 2007, shall receive one (1) paid personal day. Upon termination and/or death, the employee or his or her estate shall be allowed to sell back to the Town all unused personal days. This means normal retirement or death, which does not include a disability pension. Upon retirement the personal days will be pro-rated.

**SICK TIME:**

Civilian public safety clerk dispatchers shall receive twenty (20) sick days per year. Unused sick time may be accumulated from one fiscal period to another with no maximum

accumulation. All new civilian public safety clerk dispatchers hired after March 1, 1993 shall be entitled to accumulation up to 160 days.

Upon death or retirement the employee of his/her estate shall be entitled to a cash payment amounting to one-half (1/2) of his/her accrued unused sick leave at his/her regular rate of pay.

Civilian public safety clerk dispatchers shall be entitled to the benefits of the individual retirement account as established by the Town for the employee of the Police Department.

**BEREAVEMENT LEAVE:**

All employees covered by this Agreement shall be entitled to five (5) working days off, at full pay, to be taken no later than the funeral day, upon the Town Administrator or Chief of Police receiving notification of a death in the immediate family of an employee. In those instances where there is a death in the employees immediate family, but no funeral or memorial service scheduled until thirty (30) days or more after the occurrence, employees shall be granted up to a maximum of two (2) days to travel and attend the funeral or memorial service. The Town Administrator or Department Head, at his/her discretion, may grant additional time off to employees as needed to attend funerals or memorial services.

(b) One (1) day off will be granted for the death of any other relative, with pay to be taken on the day of the funeral of the deceased. One (1) day off may be given at the discretion of the Chief of Police in the event of an individual other than those provided for in this section.

For purposes of this Article, 'immediate family' shall mean child, spouse, mother, father, mother-in-law, father-in-law, grandparents, sister, or brother, or domestic partner. Domestic partner is defined as a person who is at least eighteen (18) years of age, of the same or

opposite sex, that lives with the Town of Jamestown employee, and can show 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property or mutual life insurance beneficiary designations; and 2) evidence of cohabitation for at least the previous six (6) months.

**HEALTH CARE BENEFITS:**

Civilian public safety clerk dispatchers shall be entitled to receive Blue Cross, Physician's Services and other health benefits as outlined in Article VIII, Section 2, of the NAGE contract dated 3/1 /96. All new employees as of March 1, 1993 shall co-pay five (5) percent as covered under these benefits.

For civilian public safety clerk dispatchers hired on or after 3/1/96, Town will pay eighty percent (80%) of all premiums and costs of benefits under Article VIII, Section 2 of the NAGE contract dated 3/1/96, and the civilian public safety clerk dispatcher will pay twenty percent (20%).

**LIFE INSURANCE:**

Civilian public safety clerk dispatchers shall be provided to a \$50,000.00 dollars of group life insurance plus an equal amount of group accidental death insurance with dismemberment coverage.

**LONGEVITY:**

Commencing July 1, 2007 Civilian public safety clerk dispatchers shall receive longevity-pay on the anniversary of their original date of employment as follows:

Must have completed:

5 years but less than 10 years.....\$2,400.00

10 years but less than 15 years.....\$2,600.00

15 years but less than 20 years.....\$2,800.00

20 years or more.....\$3,000.00

**UNIFORMS:**

The Chief of Police shall select and the Town shall provide all uniforms that are required for civilian public safety clerk dispatchers, as well as replacement of such uniforms and equipment due to normal and reasonable wear and tear. In addition thereto, the Town shall provide all public safety clerk dispatchers a Five-Hundred Dollars (\$500.00) clothing allowance to be paid on the first pay period of the fiscal year. In the event that a civilian public safety clerk dispatcher works less than six (6) months in a current year, the public safety clerk dispatcher will be responsible to pay back the Town on a pro-rata basis.

**SALARIES:**

Civilian Public Safety Clerk Dispatcher

Probationary period for public safety clerk dispatchers shall be six (6) months.

Effective March 1, 2006, a 4.755% salary increase across the board provided pursuant to Tentative Agreement R1-68 and the Town of Jamestown extending this Agreement through June 30, 2007:

1 <sup>st</sup> Class.....	\$13.48
2 <sup>nd</sup> Class.....	\$13.76
3 <sup>rd</sup> Class.....	\$14.04
4 <sup>th</sup> Class.....	\$15.73

Effective 7/01/07 (3.50%)

1 <sup>st</sup> Class.....	\$13.95
2 <sup>nd</sup> Class.....	\$14.25
3 <sup>rd</sup> Class.....	\$14.53
4 <sup>th</sup> Class.....	\$16.28

Effective 7/01/08 (3.00%)

1 <sup>st</sup> Class.....	\$14.37
2 <sup>nd</sup> Class.....	\$14.67
3 <sup>rd</sup> Class.....	\$14.96
4 <sup>th</sup> Class.....	\$16.77

Effective 1/01/09 (0.50%)

1 <sup>st</sup> Class.....	\$14.44
2 <sup>nd</sup> Class.....	\$14.75
3 <sup>rd</sup> Class.....	\$15.04
4 <sup>th</sup> Class.....	\$16.86

Effective 7/01/09 (2.5%)

1 <sup>st</sup> Class.....	\$14.81
2 <sup>nd</sup> Class.....	\$15.12
3 <sup>rd</sup> Class.....	\$15.42
4 <sup>th</sup> Class.....	\$17.28

Effective 1/01/10 (1.0%)

1 <sup>st</sup> Class.....	\$14.95
2 <sup>nd</sup> Class.....	\$15.27
3 <sup>rd</sup> Class.....	\$15.57
4 <sup>th</sup> Class.....	\$17.45

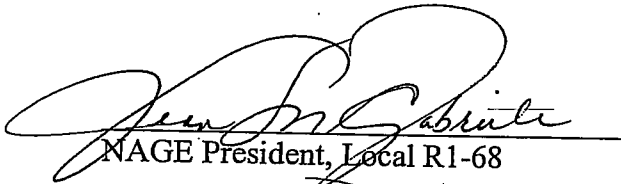
ARTICLE XV



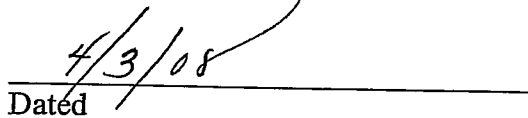
Section 1 - Duration of Agreement.

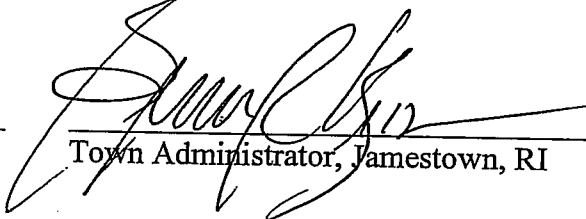
This Agreement shall be for the term July 1, 2007 through June 30, 2010, and thereafter shall remain in effect from year to year unless either party hereto, at least one hundred twenty (120) days prior to the last day in which money can be appropriated by said Town, gives written notice to the party of its intention to terminate or amend this Agreement.

IN WITNESS WHEREOF, the said Town of Jamestown has caused this instrument to be executed and its corporate seal to be affixed by the Town Council President thereunto duly authorized by the Town Council of the Town of Jamestown as the day and year first above written and said Local RI-68. National Association of Government Employees (N.A.G.E.).

  
NAGE President, Local RI-68

  
President, Jamestown Town Council

  
Dated 4/3/08

  
Town Administrator, Jamestown, RI

